

In the case of *Price and Nisbet vs. Bigham*, 7 *Harr. and Johns.*, 296, a contract by a married woman, to charge land conveyed to a trustee, for her separate use during the coverture, with power to sell and convey, and absolutely dispose of the same, was maintained; and the land charged by her with the payment of the debt was held liable therefor in equity. The court, in this case, put their decision upon the ground, that the charge was within the meaning and spirit of the disposing power; and expressly waived any decision of the question of the validity of the contract, upon the broad ground of treating the wife, in respect of the property settled to her separate use, as a single woman; resting their decision upon the special charge by which she made it liable.

The case of *Tiernan vs. Poor and wife*, 1 *G. & J.*, 216, was a case in which a wife, having the absolute power by deed or contract, to dispose of real estate conveyed to her sole use, after the marriage, without the concurrence of her husband, executed to the complainant with her husband, a mortgage upon her separate estate, to secure to him a debt due from her husband, upon consideration that the creditor surrendered an existing security. This was decided to be a contract within the limits of the wife's disposing power, and was enforced as such.

And in the subsequent case of *Brundige vs. Poor et ux.* 1 *G. & Johns.*, 1. The Court of Appeals decided that a deed executed by husband and wife in the form of a mortgage, of real estate held in trust for the separate use of the wife, though not acknowledged according to the acts of assembly, created a specific lien on the trust property, and it was enforced accordingly—the deed being to secure the payment of a debt due from the husband, and the consideration being, the giving him time to pay the debt.

In all these cases, it will be seen that there was a clear engagement on the part of the wife, to charge specifically the property settled to her separate use; and no allusion is made in either of them, except in the case in 7 *Harr. & Johns.*, 296, to the effect of a contract on the part of the wife, without such specific charge, regarding her simply as a *feme sole*.